

GHAJAR EXHIBIT 31

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

RICHARD KADREY, ET AL.,)
INDIVIDUAL AND REPRESENTATIVE)
PLAINTIFFS,) LEAD CASE NO.
v.) 3:23-cv-03417-VC
META PLATFORMS, INC.,)
DEFENDANT.)
_____)

* * * H I G H L Y C O N F I D E N T I A L * * *
* * * A T T O R N E Y S ' E Y E S O N L Y * * *

VIDEO-RECORDED DEPOSITION OF
ALEXANDER BOESENBERG
MONDAY, NOVEMBER 18, 2024
SAN FRANCISCO, CALIFORNIA
9:04 A.M. PST
REPORTED BY AUDRA E. CRAMER, CSR NO. 9901

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1 THE WITNESS: What kind of aggregators?

2 BY MR. YOUNG:

3 Q. So content aggregators?

4 MR. WEINSTEIN: Same objection.

5 THE WITNESS: I'm sorry. I need more
6 of a better example.

7 BY MR. YOUNG:

8 Q. It was a bit of a -- you know what?

9 Let me try something else. I apologize. That
10 was a bit of an inelegant series of questions.

11 So I want to turn to your time at Meta
12 right now.

13 So you are currently in business
14 development AI partnerships; would that be fair
15 to say?

16 A. Yes.

17 Q. And can you broadly describe for me
18 what your responsibilities are as the business
19 development AI partnerships.

20 A. Currently?

21 Q. Yes.

22 A. Currently I am doing two projects. One

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1 is I'm supporting our Meta AI groundings deals
2 with Google and Microsoft, and second is I'm
3 working on the distribution and adoption of
4 LLaMA into public sector government -- kind of
5 governments on a worldwide basis.

6 Q. Okay. So "Meta AI," that's meta.ai?

7 A. Meta AI being the service that we kind
8 of include within some of our family of apps,
9 such as WhatsApp, Facebook, Instagram,
10 et cetera.

11 Q. Okay. And your -- so -- hold on,
12 please.

13 So you mentioned groundings deals.

14 What are those?

15 A. So within Meta AI it uses a model -- an
16 AI model to take the user prompts and -- so we
17 get a user prompt, and then there's a -- there's
18 what we call an orchestrator that makes an
19 estimation on whether or not the model that we
20 have can answer that prompt directly or if it
21 needs additional information.

22 And so additional information could be

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1 of large language models developed and published
2 by Meta?

3 A. Yes.

4 Q. Okay. And you understand today I might
5 be using the initials "LLM" for large language
6 models?

7 A. Yes.

8 Q. Okay. Thank you.

9 Now, in the past did you ever, as part
10 of your responsibilities, have to license or
11 were tasked with licensing data for the
12 development of AI projects or AI models?

13 A. Yes.

14 MR. WEINSTEIN: Object to form.

15 MR. YOUNG: I just wanted to make sure
16 the reporter picked up the objection.

17 THE REPORTER: I got it.

18 MR. YOUNG: Thank you.

19 Q. And that included for LLaMA?

20 A. I don't know if at the time it was
21 directly for LLaMA or not.

22 Q. It was for large language model

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1 development?

2 A. Yes.

3 Q. And you also licensed data for other
4 types of AI models; correct?

5 A. Yes.

6 Q. For example, language translation
7 models?

8 A. I think we worked on some projects for
9 the No Language Left Behind model.

10 Q. Have you ever successfully negotiated a
11 licensing deal for the acquisition of data for
12 training an AI model?

13 MR. WEINSTEIN: Object to form.

14 THE WITNESS: Well, we have worked on
15 data training -- licensing of data for training
16 models.

17 BY MR. YOUNG:

18 Q. Have you ever executed an agreement for
19 monetary consideration the licensing of data for
20 use as training material for an AI model?

21 A. Yes.

22 Q. Have you ever -- have any of those

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1 publishers with the intent of negotiating
2 licenses for the use of books as training
3 materials for large language models?

4 THE WITNESS: Yes.

5 MR. WEINSTEIN: Same objection.

6 BY MR. YOUNG:

7 Q. And did that include textbook
8 publishers?

9 A. Yes.

10 Q. What about fiction publishers?

11 A. Yeah. But we had very high-level,
12 preliminary discussions.

13 Q. Okay. And did anyone explain to you
14 why textbooks were important for the development
15 of large language models?

16 A. So I don't think we at the time, nor
17 now, have a very good understanding of what is
18 more important than others. It sounds -- it's
19 just -- like, it's very hard to know, like, the
20 value of tokens and what tokens are more
21 important than others.

22 So we had some thoughts at the time --

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1 Q. Okay.

2 A. -- but I don't think either then or now
3 we have a really strong view on which is more
4 important than others.

5 Q. Okay. So would it be fair to say, even
6 though there may not be a view about which is
7 more important than the other, that they serve
8 different purposes, textbooks and fiction?

9 MR. WEINSTEIN: Object to form.

10 THE WITNESS: I don't -- I mean, I
11 think as a business development professional, I
12 felt like textbooks were potentially an easier
13 deal to do.

14 BY MR. YOUNG:

15 Q. Why was that?

16 A. There's a little bit of a finite nature
17 to it in the sense that -- in the sense that --
18 let's say, like, we wanted to understand
19 knowledge -- like, high school-level knowledge.
20 And so if you're, you know, looking for a
21 Chemistry 1 book -- and, again, this is -- I'm
22 a -- more of a technology person, not a content

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1 Q. Thanks for your patience while we got
2 that snafu fixed, Mr. Boesenberg.

3 So would it be fair to say that when
4 you were seeking to license data for the use
5 of -- let me start that over.

6 So was one of the things Meta was
7 trying to do was to establish a benchmark price
8 for certain materials?

9 MR. WEINSTEIN: Object to form.

10 THE WITNESS: I don't think -- I don't
11 know what would you mean by "a benchmark price."

12 BY MR. YOUNG:

13 Q. So, for example, was one of the
14 exercises that you would undergo was to figure
15 out what a fair deal would be for a certain
16 book?

17 MR. WEINSTEIN: Same objection.

18 THE WITNESS: I just don't even think
19 we got nearly that far. We -- I mean, I think
20 one of the things that licensing is interesting
21 for us is that, you know, hopefully we can find
22 partners that, you know, can give us a feed of

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1 ongoing data.

2 But it's not just one and done. It's

3 not just a set of content that then we use.

4 We'd like to find ways to work with people to

5 find an ongoing partnership. So, you know,

6 again, like, not only did we not know how we

7 valued content there or they valued content. We

8 also didn't know, you know, how we would get

9 delivery. We also didn't know if they had the

10 appropriate license rights to even provide it

11 us.

12 So, you know, I think there was -- I

13 mean, it was so early, like, we didn't get very

14 far.

15 BY MR. YOUNG:

16 Q. So when you mean "license rights," does

17 that include intellectual property rights?

18 A. I just mean the right for someone to

19 provide it to us; right? Like, I don't want to

20 speak to IP rights. That's a legal term.

21 Q. Okay. But there could be a variety of

22 reasons why a publisher might not have the

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1 actual ability to license materials to you;

2 right?

3 MR. WEINSTEIN: Object to form.

4 THE WITNESS: Again, I'm not a -- I was

5 not an expert on content licensing. I think

6 that one of our takeaways after the project was

7 that a lot of these people that we were talking

8 to did not have the rights to license the data

9 to us, which obviously is problematic for my

10 ability to consummate a deal.

11 BY MR. YOUNG:

12 Q. And would this be -- in your triangle

13 that you were also trying to [inaudible] --

14 A. Uh-huh.

15 Q. -- when you were consummating a deal,

16 this would be falling into the legal corner?

17 A. Well, yeah, I mean -- but, like, it's,

18 you know, part of the strategic, you know, value

19 of the deal; right?

20 If they don't have the rights to

21 provide it to us -- right? -- then it's kind of

22 like it becomes a little bit of an academic

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1 discussion, academic exercise.

2 Q. Thank you.

3 A. And that was honestly, like, a finding
4 that I didn't know going in and became clear
5 afterwards.

6 Q. Now -- and I'm not just talking about
7 LLMs here.

8 Have you ever negotiated a deal with
9 individual authors for the use of their data as
10 training material for an AI model?

11 MR. WEINSTEIN: Object to form.

12 THE WITNESS: I can't recall.

13 BY MR. YOUNG:

14 Q. Do you recall a gentleman named
15 Mohammed Umar?

16 A. No.

17 Q. So when you were -- when you are
18 starting to attempt to license data for the use
19 of -- let me start that over.

20 When you were beginning to seek out
21 licensing deals for the use of -- for data as --
22 let me try that over again. I apologize.

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1 conversations, but one was -- we had progressed
2 further than the other.

3 Q. Okay. Do you know if HarperCollins
4 publishes any books that any of the Plaintiffs
5 in this case have written?

6 MR. WEINSTEIN: Object to form. Calls
7 for speculation.

8 THE WITNESS: I do not.

9 BY MR. YOUNG:

10 Q. Okay. What about Hachette? Do you
11 know if Hachette Books had a -- publishes any
12 books that any of the Plaintiffs in this case
13 have published?

14 MR. WEINSTEIN: Same objection.

15 THE WITNESS: I do not.

16 BY MR. YOUNG:

17 Q. Okay. Now, if you go on -- right? --
18 do you see the first sub-bullet, the white one,
19 or the hollow one?

20 A. Yes.

21 Q. Okay. Now, it relays concerns about --
22 certain concerns that [REDACTED] has about

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1 licensing its books to Meta; right?

2 A. Yes.

3 Q. Okay. Can you explain to me what those
4 concerns were?

5 A. I mean, I think that AI at the time was
6 kind of a new area that people were trying to
7 figure out, you know, if it was -- it was good
8 or bad for the publishers, and so that was the
9 press cycles.

10 Author relationship concerns, whether
11 they could license the data to Meta for
12 training, or would that risk their relationships
13 with the authors.

14 And then, you know, copyright risk for
15 the model outputs, which is, like, can the
16 model -- would the model regurgitate the actual
17 content it was trained on, or would it create a
18 new implementation.

19 So these were just some things that the
20 partner had concerns about.

21 Q. Okay. And these were concerns that --
22 just to confirm, these were concerns that

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1 Q. So do you recall what this email thread
2 was generally about?

3 A. So vaguely. I think that the best
4 thing would be to -- so if you look at 2058, the
5 middle of that page. So I believe this was a
6 data license for [REDACTED] data in unique
7 languages that we were using for No Language
8 Left Behind, which is the translation model
9 that's referred to -- well, I believe it's the
10 translation that's referred in the February 17,
11 2022, email from Semarley.

12 Q. Okay. Now let's -- who is Semarley
13 Jarrett?

14 A. She's a program manager.

15 Q. And you were referring to her
16 February 17, 2022, email; right? This thread?

17 A. The quote, "Additionally, we were
18 hoping to put together an external demo or
19 translation model in the near future and hoping
20 to use a copy and images from a children's
21 book."

22 Q. Okay. Now, can you go to the

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1 Q. Okay. And they publish books in
2 various African languages; is that correct?

3 A. I believe so.

4 Q. Okay. Do they publish fiction?

5 A. I think so. I don't completely recall.

6 But, like, the purpose was to -- for
7 translation services. That's a reason: for the
8 translation model.

9 Q. As training data for the translation
10 model; correct?

11 A. Yeah.

12 Q. Do you recall whether or not Meta
13 actually executed a data license with the
14 [REDACTED] [sic] for this project?

15 A. Yeah, I believe so.

16 Q. Do you know if it was for monetary
17 consideration?

18 A. I believe so.

19 Q. Okay. Do you remember how much?

20 A. Yeah. But -- I think it was [REDACTED]
21 But this was for noncommercial use.

22 Q. So I want to return to Semarley's

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1 February 17, 2022, email. Let me know when
2 you're there.

3 A. Okay.

4 Q. Okay. So Semarley is talking about a
5 translation model.

6 And you said that that was for
7 something called No Language Left Behind?

8 A. I believe so, yes.

9 Q. Okay. Now, what is that -- what is No
10 Language Left Behind?

11 A. It's a model so that you can translate,
12 you know, hundreds and hopefully, over time,
13 thousands of different languages.

14 Q. Was that -- is it an AI model?

15 A. Yes.

16 Q. Okay. Is it a language model?

17 A. I don't know.

18 Q. But it was part of your
19 responsibilities in 2022 to negotiate licenses
20 to acquire data to train the No Language Left
21 Behind model?

22 A. So I was working on the FAIR project

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1 STATE OF CALIFORNIA)

2 COUNTY OF LOS ANGELES) SS.

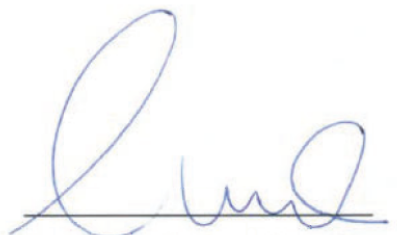
3 I, AUDRA E. CRAMER, CSR No. 9901, in and for the
4 State of California, do hereby certify:

5 That, prior to being examined, the witness named
6 in the foregoing deposition was by me duly sworn to
7 testify the truth, the whole truth and nothing but the
8 truth;

9 That said deposition was taken down by me in
10 shorthand at the time and place therein named, and
11 thereafter reduced to typewriting under my direction,
12 and the same is a true, correct and complete transcript
13 of said proceedings;

14 I further certify that I am not interested in the
15 event of the action.

16 Witness my hand this 21 day of November,
17 2024.

18
19
20 

Certified Shorthand

Reporter for the

State of California